



County of Santa Barbara
 105 E Anapamu Street
 Santa Barbara, CA 93101

Supplier Contract

Contract Number	SCON-003976
Contract Start Date	March 20, 2026
Payment Type	ACH
Contact	Karen Leichtweis
Contract Type	Public Project (DP)
Email	kleichtweis@countyofsb.org

Supplier
ACCESS LIMITED CONSTRUCTION 1102 PIKE LANE OCEANO, CA 93455

Currency	Total Line Items	Total Tax	Total Contract Amount
USD	426,688.25	0.00	426,688.25

Public Project (DP)				
Line Number	Description	Total Amount	Start Date	End Date
1	Emergency Contract - East Camino Cielo MP 1.9 Slipout Repair (25STM3-1N20)	\$426,688.25	Mar 20, 2026	Jun 30, 2026

Contract Details



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 105 E Anapamu Street
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GENERAL: East Camino Cielo MP 1.9 Slipout Repair (25STM3-1N20) - worsened road condition has closed road and needs to be repaired and reopened to restore access to the community. Access Limited has an accelerated schedule and does specialized work in steep embankment areas to restore roadways.

This contract is being awarded on an emergency basis and will be subject to ratification by the County Board of Supervisors.

FOR CONTRACT INQUIRIES AND INVOICING:

Department contact: Lori Lynch | Lorilyn@countyofsb.org
 Procurement contact: Karen Leichtweis | kleichtweis@countyofsb.org

CONTRACT PERIOD: Start date, as directed. Termination date, NO LATER THAN 6/30/2026

LIMITATIONS: Total expenditure for the period shall not exceed \$426,688.25. Any increase or decrease in this total amount may be authorized only upon written notice from the County Chief Procurement Officer.

Term and Conditions for Emergency Capital Project, applies.

CONTRACTOR shall abide by the terms and conditions set forth in Exhibit D and E (Required Federal Provisions), attached hereto and incorporated herein by reference.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Phung Loman, Chief Procurement Officer

General Services Department
 Procurement Services Division
 260 N San Antonio Rd
 Santa Barbara, CA 93110



County of Santa Barbara
 105 E Anapamu Street
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Contractor and each subcontractor shall at all times have a valid Certificate of Reported Compliance, as described in section 2449(n) of Title 13 of the California Code of Regulations, for each fleet of vehicles subject to 13 CCR section 2449 that may be used in performance of this Contract. No such vehicle is permitted on site unless and until Contractor provides County with a valid Certificate of Reported Compliance applicable to such vehicle.

In accordance with Section 2-96 of the County Code, if complaint is made that seller is engaging in discriminatory employment practices made unlawful by applicable state and federal laws, rules or regulations, and the State Fair Employment Practice Commission or the Federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the County of Santa Barbara may forthwith terminate this order.

The County has an Environmentally Preferred Purchasing Policy (EPPP) that encourages the use of products/services that promote sustainable green practices. The general goals of this policy are to: conserve natural resources, materials, energy, maximize recyclability and recycled content, and reduce toxicity. To view our complete EPPP, visit: <https://www.countyofsb.org/4370/Environmentally-Preferable-Purchasing-Po>.

I accept the terms and conditions attached.

Matthew Berry

3559021

Print Name

License # as Applicable

Matthew Berry
 boxSIGN 1VV7W89J-4K63887X

Mar 24, 2026

Signature

Date

Corporate Secretary

Title

Phung Loman, Chief Procurement Officer

General Services Department
 Procurement Services Division
 260 N San Antonio Rd
 Santa Barbara, CA 93110



COUNTY OF SANTA BARBARA
Terms and Conditions for Emergency Capital Project

THESE TERMS AND CONDITIONS FOR EMERGENCY PROJECT ("T&Cs") are attached to and incorporated into that certain Purchase Order ("Purchase Order") made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY"), and the contractor specified in the Purchase Order ("CONTRACTOR"), for the completion of the Work (defined below), subject to the following terms, conditions, and provisions:

1. **CONTRACT**: These T&Cs, together with the Purchase Order, including all Exhibits attached hereto and thereto, the Faithful Performance Bond, and the Payment Bond, collectively, are herein referred to as the "Contract," or "Contract Documents." Copies of all Contract Documents are on file with the COUNTY's Department of General Services, and have been and will be made available to the CONTRACTOR during the term of this Contract. CONTRACTOR hereby acknowledges receipt of all Contract Documents.
2. **WORK**: CONTRACTOR, at CONTRACTOR's own cost and expense, shall perform all the work ("Work") described in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference ("Scope of Work"), and shall furnish all tools, equipment, apparatus, labor, materials, workmanship, transportation, and services necessary to perform and complete the Work, in a good and workmanlike manner and to the satisfaction of the Director of General Services of the COUNTY, or the Director's designee ("Director"), all in strict accordance with the Contract Documents. All Work shall be performed in a neat and professional manner using the best recognized practices of CONTRACTOR's trade and profession in the State of California, and shall be accomplished by mechanics and workers skilled and trained to properly complete the Work. CONTRACTOR shall prosecute the Work vigorously to completion. Time is of the essence.
3. **EXCAVATIONS**: Before any pavement resurfacing, displacement, or excavation of the ground that may be required in connection with the Work under this Contract, the CONTRACTOR shall obtain an inquiry identification number by calling Underground Service Alert (USA) 1 (800) 422-4133 or by such other means as may be required; shall conform to all requirements of Sections 4215 through 4217 of the Government Code regarding any such pavement resurfacing, displacement or excavation, including the payment of any fees required; and shall facilitate performance by the COUNTY of any obligation required of the COUNTY under the Government Code. There shall be no performance under this Contract by either party hereto unless and until CONTRACTOR complies with all of the provisions of such sections of the Government Code, and notifies the County Representative (defined below) in writing regarding such compliance.
4. **COUNTY REPRESENTATIVE**: The "County Representative" referred to in the Contract Documents is the COUNTY Purchasing Agent.
5. **PAYMENT**: As full compensation for furnishing all labor, supervision, overhead, materials, and equipment and for completing all of the Work contemplated by this Contract, and subject to adjustments and liquidated damages, if any, as provided in the Contract Documents, the base amount to be paid to the CONTRACTOR for satisfactory completion of all of the Work and other requirements of the CONTRACTOR under this Contract shall not exceed the amount set forth in the Purchase Order ("Maximum Contract Amount"), to be paid as provided in Exhibit B, attached hereto and incorporated herein by reference. The CONTRACTOR assumes and will provide against any and all loss and/or damage arising out of the Work, the action of the elements, and/or from any unforeseen difficulties or obstructions which may arise or be encountered in the performance of the Work until COUNTY's acceptance of the Work, and CONTRACTOR assumes any and all expenses incurred by or in consequence of suspension or discontinuance of the Work, for well and faithfully completing the Work and the whole thereof, in accordance with the provisions of the Contract and directions of the County Representative. The Maximum Contract Amount is to include all materials and all labor and shall cover all costs of the use of the usual machinery and tools required in the Work and shall include all of CONTRACTOR's profits, supervision, and other expenses. The Maximum Contract Amount shall include all of the CONTRACTOR's costs of insurance for property damage and public liability protection, social security benefits, unemployment insurance for workers, and any other benefits, costs, or charges required to be forwarded by CONTRACTOR. Notwithstanding the foregoing or any other provisions of this Contract, CONTRACTOR shall be paid the actual cost of the use of machinery and tools and of material, and labor and of workers' compensation insurance expended by CONTRACTOR in performing the Work, plus not more than 15 percent (15%) to cover all profits and administration. No more than the lowest current market prices shall be paid for

materials whenever possible.

6. **RIGHT TO AUDIT**: CONTRACTOR shall maintain and make available all books, papers, records, detail costs, estimates, claims, and accounts, including payment, property, payroll, personnel, subcontractors, and financial records related to or which arise in connection with the Contract ("Records"). The form of record keeping with respect to the Records shall be subject to approval by COUNTY. The Records shall be made available during normal business hours for examination by COUNTY or the County Representative or the Director's designee, and shall be retained at CONTRACTOR'S principal place of business in California for audit during normal business hours at such place for four (4) years after the recording of the Notice of Completion for the Work. CONTRACTOR shall provide an office in which COUNTY and the County Representative may conduct such audit(s).

The COUNTY will have the right to audit CONTRACTOR'S records arising out of the Work. Records must be made available in a form satisfactory to the Santa Barbara County Auditor-Controller.

7. **EXTRA WORK**: Extra work, materials, resolution of disputes, corrections, and/or changes to the specifications as are required for the proper completion of the Work contemplated in the Contract Documents, including, but not limited to, agreement(s) providing for payment(s) to CONTRACTOR, and increase of the Maximum Contract Amount, may only be authorized in writing via Change Order(s) duly executed by the COUNTY Purchasing Agent, provided that such additional compensation is at the same rate per unit as set forth in the Contract Documents (or at a corresponding rate for work that is different from that provided for in the Contract Documents).

8. **COMPLIANCE WITH LAW**: CONTRACTOR shall keep fully informed of all applicable laws, statutes, ordinances, decrees, orders, and regulations, including, but not limited to, with respect to performance of the Work, the materials used therein, and persons engaged in connection therewith, and all such orders of bodies and tribunals having any jurisdiction over same (collectively, "Applicable Laws"). If it be found that any provisions of the Contract conflict with any Applicable Law(s), the CONTRACTOR shall immediately provide notice of such conflict to the County Representative in writing. CONTRACTOR shall at all times observe and comply with, and shall cause all agents, employees, and subcontractors to observe and comply with, all Applicable Laws. CONTRACTOR acknowledges and agrees to comply with the provisions of Sections 9364 and Sections 9550 and 9566, inclusive, of the Civil Code of California.

9. **PAYMENTS NOT ACCEPTANCE**: No certificate given or payments made under this Contract, except the final payment hereunder, shall be evidence of the performance of this Contract, either wholly or in part, against any claim upon CONTRACTOR. Final payment for the Work performed under this Contract shall not be made until the lapse of thirty (30) days after the Notice of Completion of said Work has been filed for record and no payment shall be construed to be acceptance of any defective Work or improper materials. CONTRACTOR agrees that the payment for final quantities due under this Contract and the payment of amounts due for any Work in accordance with this Contract shall release the County of Santa Barbara from any claims or liabilities on account of Work performed under this Contract, as the same may be amended from time to time during the Term. In addition to guarantees required elsewhere, CONTRACTOR shall and does hereby guarantee all workmanship and material to be free of defects and fit for the purposes intended for a period of one year from and after both the date of acceptance of the work and the recordation of the Notice of Completion by the COUNTY and CONTRACTOR shall repair or replace all Work and materials, together with any other portions of the Work which may be displaced in so doing, that, in the opinion of the County Representative, is or becomes defective during the period of said guarantee, without expense whatsoever to the COUNTY.

10. **PREVAILING WAGE RATES**: Rates of wages, including overtime, holiday, and Sunday rates provided for the Work shall comply with and are subject to the California Labor Code, Sections 1770 et. seq. Executive Orders of the President of the United States No. 9240, dated September 9, 1942, and No. 9250, dated October 3, 1942, and to any modifications thereof, and to and any orders of the President or any authorized Federal Officer or agency, insofar as the same may apply this Contract. The Director of the California Department of Industrial Relations determines the general prevailing wage rates. Prevailing wage rates may be found on the DIR website, at <https://www.dir.ca.gov>.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)). No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations underboard Code section 1725.5. The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

11. CONTRACT DOCUMENTS ACKNOWLEDGED: CONTRACTOR hereby declares that CONTRACTOR has read the Contract Documents, has carefully examined the plans and drawings of the Work to be performed, and fully understands the intent and meaning of the same.

12. TERM; TIME FOR PERFORMANCE, COMPLETION: The term of this Contract ("Term") shall commence upon the first date when the Purchase Order is duly executed by all of the parties hereto ("Effective Date"), and shall terminate when terminated by the Purchasing Agent or the COUNTY Board of Supervisors in accordance with Section 22050(c) of the Public Contract Code at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts. In the event that CONTRACTOR does not complete the Work during the Term, CONTRACTOR shall only be paid for the Work actually performed during the Term and accepted by COUNTY.

13. WORKERS' COMPENSATION INSURANCE: CONTRACTOR certifies that CONTRACTOR has knowledge of, is in compliance with, and warrants that CONTRACTOR shall at all times during the Term remain in compliance with, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance by the provisions of that Code. CONTRACTOR shall comply with such provisions before commencing the performance of the Work.

14. PROGRESS PAYMENT NO WAIVER FOR DELAY: Any progress payment made after the scheduled completion date will not constitute a waiver of any liquidated damages under this Contract.

15. GUARANTEE BONDS: If this Contract is for more than \$25,000.00, before commencement of any Work under this Contract, the CONTRACTOR shall provide the security required by California Civil Code section 9550 for the payment of all workers and suppliers ("Payment Bond"), and security for the faithful performance of all terms and conditions of this Contract ("Performance Bond"), in the amounts and forms approved by the COUNTY, provided that the Payment Bond shall be for no less than 100% of the Maximum Contract Amount, and each of the Payment Bond and the Performance Bond shall contain provisions that automatically increase the amount thereof and/or time of completion, or both, sufficient to cover all Change Orders (if any), extensions, and additions to the Work provided under this Contract..

16. NON-DISCRIMINATION: The CONTRACTOR acknowledges that this Contract is subject to the provisions of Article XIII of Chapter 2 of the Santa Barbara County Code, providing against discrimination in employment. The CONTRACTOR agrees to perform all requirements of a contractor under the provisions of said Article and to pay all costs occasioned to the COUNTY by any noncompliance by the CONTRACTOR.

17. DISPUTES: Should any dispute(s) arise respecting the construction or meaning of any of the plans or specifications for the Work or respecting the true value of any extra work or work omitted, such dispute(s) shall be resolved by the Director of General Services, whose decision shall be final and binding upon the parties hereto. If, after the decision of the Director of General Services as provided herein, claims (as defined in Public Contracts Code Section 20104) under this Contract are filed by CONTRACTOR against COUNTY, and those claims are in the aggregate amount of \$375,000 or less, such claims shall be resolved under Public Contracts Code Sections 20104 through 20104.8, inclusive.

18. SUBSTITUTION OF MATERIALS, SUBSTITUTION OF CONTRACTORS: Only the COUNTY Purchasing Agent is authorized to act on behalf of the COUNTY in any matters requiring consent, notice, or hearing to substitute materials or equipment specified or to substitute subcontractors.

19. SURVIVAL: All provisions of this Contract which by their nature are intended to survive the termination or expiration of this Contract shall survive such termination or expiration.

20. INDEMNIFICATION AND INSURANCE: CONTRACTOR shall, at all times during the Term, comply with the indemnification and insurance provisions set forth in EXHIBIT C, attached hereto and incorporated herein by reference.

21. AMENDMENT; CHANGE ORDERS: This Contract may only be amended by amendment of the Purchase Order or Change Order duly executed by the County Purchasing Agent and CONTRACTOR.

22. NON-ASSIGNMENT; PERMITTED SUBCONTRACTOR(S): CONTRACTOR shall not assign, delegate, subcontract, or otherwise transfer, by operation of law or otherwise, this Contract or any of CONTRACTOR's rights

or obligations under this Contract without COUNTY's prior written consent in each instance, and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for immediate termination of this Contract by COUNTY. CONTRACTOR shall not enter into agreements with or otherwise engage any person or entity, including all subcontractors and affiliates of CONTRACTOR, other than CONTRACTOR's employees, to provide any Services to COUNTY without the prior written consent of COUNTY in each instance (each such approved subcontractor or other third party, a "Permitted Subcontractor"). COUNTY's consent with respect to a Permitted Subcontractor shall not relieve CONTRACTOR of any of its obligations under this Contract, and CONTRACTOR shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Contract as if they were CONTRACTOR's own employees. CONTRACTOR shall ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of CONTRACTOR, are properly licensed, certified and accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Work. Nothing contained in this Contract shall create any contractual relationship between COUNTY and any subcontractor or supplier of CONTRACTOR.

23. DEBARMENT AND SUSPENSION. CONTRACTOR certifies to COUNTY that none of CONTRACTOR and CONTRACTOR's employees and principals are debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR shall not contract with any subcontractor that is so debarred or suspended.

24. SEVERABILITY. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

25. REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

26. NO WAIVER. COUNTY's delay or failure to act with respect to a breach by CONTRACTOR shall not constitute or be construed as a waiver of COUNTY's rights with respect to subsequent or similar breaches. Any delay or failure of COUNTY to exercise or enforce any right or provision of this Contract shall not constitute a waiver of such right or provision, and every power and remedy given by this Contract to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY. No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

27. JURISDICTION; VENUE. This Contract shall be governed by the laws of the State of California. Any litigation arising out of this Contract shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to the County of Santa Barbara, if in federal court.

28. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the COUNTY and the SUBRECIPIENT with respect to the subject matter hereof, and it supersedes all prior and contemporaneous communications and proposals, whether electronic, oral, or written between the COUNTY and the CONTRACTOR with respect to the subject matter hereof. Each party hereto waives the future right to claim, contest, or assert that this Contract was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver, or estoppel.

29. NONEXCLUSIVE AGREEMENT. CONTRACTOR understands that this Contract is not an exclusive contract, and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as COUNTY desires.

30. CERTIFICATION OF SIGNATORIES. Each of the signatories to this Contract represents and warrants that such signatory is duly authorized to execute this Contract, and that no additional signatures are required to bind such party to its terms and conditions, or to carry out any of such party's duties or obligations hereunder. The parties hereto each represent and warrant that:

(a) This Contract has been duly authorized, executed, and delivered by such party and constitutes the legal, valid, and binding obligation of such party.

(b) There are no actions, suits, or proceedings pending or, to the knowledge of such party, threatened against or affecting such party, at law or at equity or before any governmental authority that would impair such party's ability to perform its obligations under this Contract.

(c) The consummation of the transactions hereby contemplated and the performance of this Contract will not result in any breach or violation of, or constitute a default under, any other contract or agreement to which

CONTRACTOR is a party or which is otherwise binding on CONTRACTOR. CONTRACTOR agrees that it shall provide to COUNTY, upon COUNTY's request, evidence that the execution and delivery of this Contract has been duly authorized by CONTRACTOR.

31. COUNTERPARTS; ELECTRONIC SIGNATURES. This Contract may be executed electronically and in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties hereto shall preserve undestroyed, shall together constitute one and the same instrument.

32. TERMINATION. This Contract shall terminate when terminated by the Purchasing Agent or the COUNTY Board of Supervisors in accordance with Section 22050(c) of the Public Contract Code, at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Contract, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Contract, COUNTY shall pay CONTRACTOR for satisfactory Work performed as of the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the Maximum Contract Amount, or for profit on unperformed portions of Work. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the Work rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the Work rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

33. TAXES. CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any Work under this Contract, and shall make any and all payroll deductions required by law. CONTRACTOR is responsible for all CONTRACTOR personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits. In no event shall COUNTY pay or be responsible for any taxes imposed on, or with respect to, CONTRACTOR's income, revenues, gross receipts, personnel, real or personal property, or other assets. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

34. CONFLICT OF INTEREST. CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONTRACTOR further covenants that in the performance of this Contract, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

35. FEDERAL PROVISIONS: CONTRACTOR shall abide by the federal terms and conditions set forth in Exhibit D, attached hereto and incorporated herein by reference.

36. PROCUREMENT OF RECOVERED MATERIALS. CONTRACTOR shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

37. **MANDATORY DISCLOSURE.** CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Contract. CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

38. **EXAMINATION OF SITE.** The CONTRACTOR shall have examined the site of work and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the Maximum Contract Amount will be made because of lack of such examination.

39. **SITE-SPECIFIC RESPONSIBILITIES OF THE CONTRACTOR.** It shall be the responsibility of the CONTRACTOR to establish knowledge of the general area and the specific project site, to become familiar with the access and egress, construction or building difficulties, and method of delivery and installation, all of which may affect CONTRACTOR' ability to perform the Work. It shall be the responsibility of the CONTRACTOR to cope with all such eventualities and to perform the Work hereunder regardless. CONTRACTOR shall at all times on COUNTY property comply with all COUNTY rules, policies, and procedures conveyed to CONTRACTOR regarding the conduct of CONTRACTOR and CONTRACTOR's personnel and subcontractors on site, including, but not limited to, access requirements and security procedures.

40. **PROTECTION OF PROPERTY.** The CONTRACTOR shall take all needed precautions to protect the property, both real and personal, of the COUNTY, and private individuals and shall safeguard the passing public from harm and from any eventualities arising during the course of the Work. The CONTRACTOR shall make certain that these safeguards are used both during and after the hours of Work.

41. **HOURS OF WORK.** Eight (8) hours of labor shall constitute a legal day's work with respect to all Work performed hereunder, and it is expressly stipulated that no worker employed at any time in connection with the Contract, or by any subcontractor under this Contract, shall be required or permitted to perform Work more than eight (8) hours in any one calendar day, and forty (40) hours in any one calendar week, except as provided in Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, all the provisions whereof are deemed to be incorporated as if fully set forth herein; and it is further expressly stipulated that for each and every violation of the provisions of this Section 42, Contractor shall forfeit, as a penalty to the COUNTY, Twenty-five Dollars (\$25.00) for each worker employed by CONTRACTOR in connection with this Contract; or by any subcontractor in connection with this Contract, for each calendar day during which said worker is required or permitted to labor more than eight (8) hours in any one calendar day, or for more than forty (40) hours in any one calendar week in violation of the provisions of said sections of the Labor Code.

42. **ORDER OF PRECEDENCE:** In the event of any conflict or inconsistency between the numbered Sections 1 through 42 of these T&Cs and any of the other Exhibits attached hereto or to the Purchase Order, such conflict or inconsistency shall be resolved by giving precedence in the following order:

- A. Exhibit C (Indemnification and Insurance)
- B. Exhibit D (Federal Provisions)
- C. The provisions in the foregoing Sections 1 through 42 of these T&Cs
- D. Exhibit B (Payment Terms)
- E. Exhibit A (Scope of Work)
- F. Other Exhibits attached the Purchase Order.

[Signatures Appear on the Following Pages]

EXHIBIT A

Scope of Work



Erik Hanson
Project Development Engineer
erik.hanson@gsi.us | (951) 460-9343

March 18, 2026

Chris Doolittle
County of Santa Barbara
620 W Foster Rd
Santa Maria, CA 93455

Subject: Proposal for Design-Build Construction Services
East Camino Cielo MP 1.9
5370-5302 East Camino Cielo Road
Santa Barbara, CA 93105

Proposal No.: 194060941

Dear Mr. Doolittle:

Access Limited Construction (ALC) is pleased to offer this Proposal for Design-Build Construction Services for the referenced project. This proposal is exclusively for County of Santa Barbara, herein known as the "Client", to consider. The project site is located at 5370-5302 East Camino Cielo Road in Santa Barbara, CA (GPS point: 34.514572, -119.800047). We thank you for the opportunity to provide these services to you and this project.



Figure 1: Aerial View of site

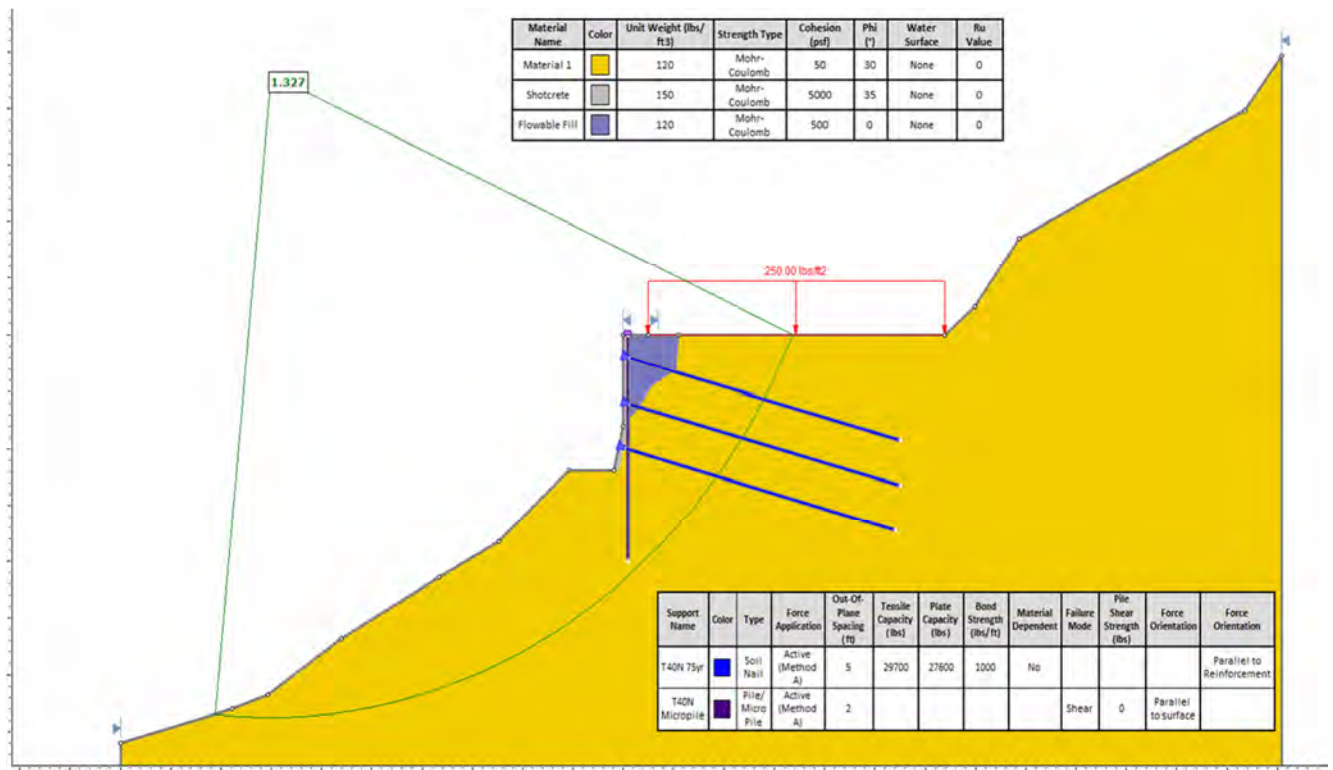


Figure 2: Cross Section of Proposed Soil nail/Shotcrete Repair

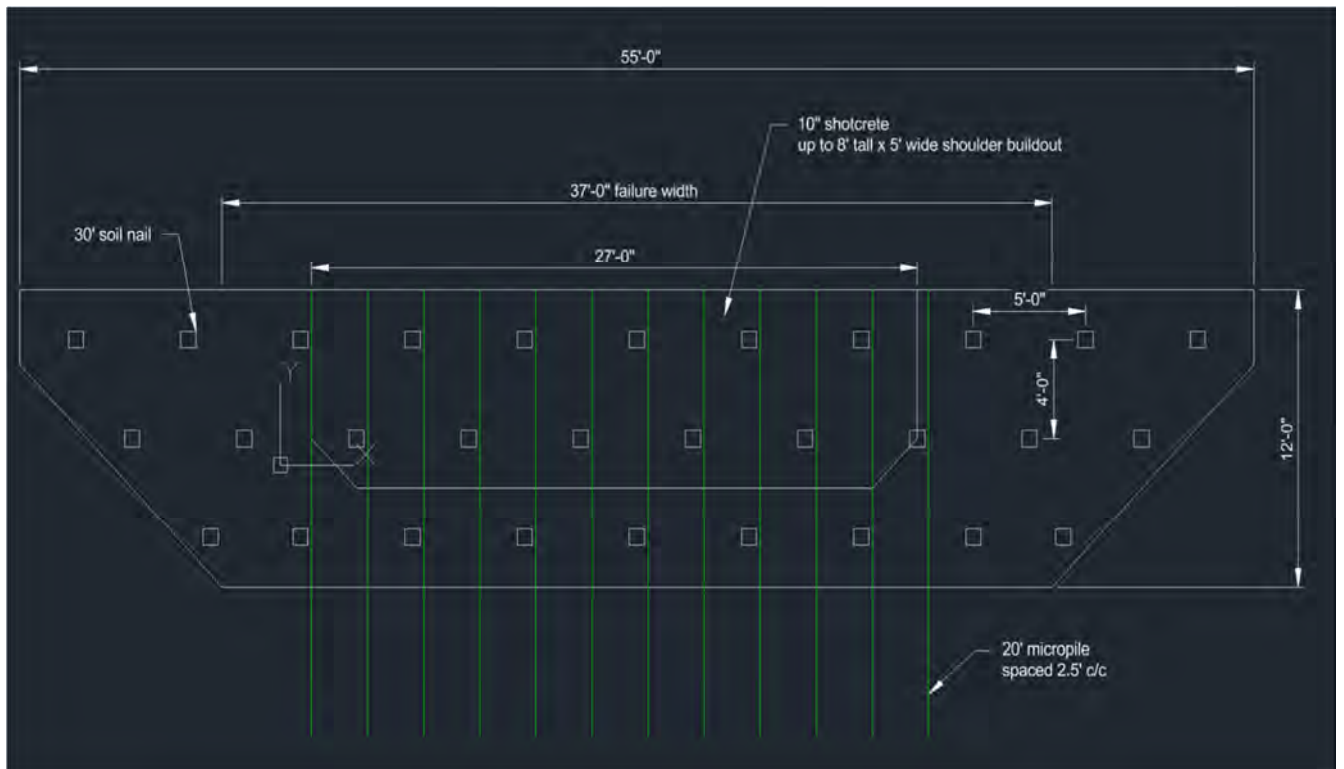


Figure 3: Profile of Proposed Repair



Image 1



Image 2



Image 3



Image 4

SCOPE OF WORK

Access Limited Construction’s scope of work includes the following:

1. Mobilize equipment, materials, and crew to the site;
2. Install Soil Nails per plan
3. Form & Place Shotcrete retaining wall and slope paving
4. Backfill shotcrete retaining wall with flowable cementitious fill

Specifically, ALC’s scope of work includes installing self-drilling SuperNails™ and reinforced shotcrete for a length of 55 lineal feet (LF) as detailed below. ALC shall install 3 rows of self-drilling SuperNails™ up to 30-foot long, with each of these nails having their nail ends protruding through the soil. 20-foot micropiles will also be drilled vertically at 2.5-feet on center in the middle 27-foot failed section of the repair. The micropiles will extend vertically into the shotcrete wall and will terminate within 1-foot of the top of wall. For the retaining



wall portions of the shotcrete, ALC will install extensions on to the ends of the soil nails to extend the nails into the center of the proposed shotcrete section. ALC will install a backform for the shotcrete wall. ALC shall then cover the repaired area and the backform material with welded wire mesh (WWM) reinforcement and secure horizontal and vertical reinforcing steel waler bars to steel plates attached to the protruding end of the soil nails and a band of reinforced shotcrete, nominal 10" thickness. ALC will then backfill the shotcrete retaining wall with flowable fill.

Please note that ALC's design shall be performed in accordance to FHWA Geotechnical Circular 007, with the seismic force calculated in accordance with the Caltrans Geotechnical Manual, and shall meet a global factor of safety of 1.3 for static conditions and a seismic factor of safety of 1.1.

Please see Appendix 2 for detailed clarifications.

ALC reserves the right to separately price any additional work, or modifications to site access that may result from excavation or drainage plans that may be developed during the future coordination with permitting authorities; State, Local, or Federal agencies, or other project stakeholders, unless specifically referenced by our proposal.

If, due to either (a) the introduction of or any change in or in the interpretation of any (i) law or regulation, or (ii) any tariff, tax, duty, toll, excise, levy or charge to be paid on a particular class of imports and/or exports, and/or (b) the compliance with any guideline or requirement from any governmental authority that is introduced or the interpretation of which is changed, in each such case after the date hereof, there is any increase in the cost of providing the materials, goods and/or services under this Agreement, then Client shall from time to time, upon demand, immediately pay the additional amounts sufficient to compensate for such increased cost. Access Limited Construction shall submit to Client a certificate as to the amount of such increased cost and detailing the calculation of such cost, which shall be conclusive and binding for all purposes, absent manifest error. Any price increases due to any of the aforementioned factors will be negotiated with Client as a Change Order.

PRICE ESTIMATE

The prices included herein are based and expressly conditioned on continuous unobstructed work beginning the day Access Limited Construction mobilizes to the Site.



PROPOSAL CONDITIONS

General

- **Reduction of Scope** – In the event the Scope of Work defined is reduced impacting Price Estimate by more than 10% as described in the price estimate table, ALC shall be compensated for its direct and static/fixed operational and/or other costs notwithstanding anything to the contrary due to the reduction in Scope of Work as defined above. ALC shall submit its claim within 30 days after completion of the work.
- **Mobilization** – Project is expected to be completed in a single mobilization unless specifically called out in the proposal. If for any reason work is disrupted and additional mobilization of equipment or crews is required, additional costs for both the mobilization and potentially stranded equipment / material costs will be borne by the client at a price of cost + 20%.
- **Change in Conditions** – For any material change in conditions of the jobsite, ALC reserves the right to re-quote and re-schedule the project to ensure an effective solution is installed and to ensure the safety of the crew, client employees, and other individuals associated with the installation.
- **Standby Rate** – Standby time will be charged for delays beyond ALC's control. This includes delays, interruptions, interference, disruption to ALC's operations due to other construction/site activities, requesting ALC mobilize to the site before the site is ready, requiring ALC to attend site specific training and/or meetings that were not previously communicated and delay the project sequence, and other contingencies that may arise. Day rate is 10-hours and ALC crews will be allowed access to maintain ALC equipment during standby events. Standby rates will be charged at Caltrans Std Force Account rates.
- **Payment Terms** – Net 30 days from the date of Invoice:
 - All invoices are due, in their entirety, upon receipt from ALC. All payments received for ALC's work shall be held in trust for the benefit of ALC. Amounts due and unpaid over thirty days shall accrue interest at the rate of 1.5% per month. Client shall be liable to ALC for all costs of collecting amounts due and unpaid, including, but not limited to, reasonable attorneys' fees and/or legal fees.
 - The proposal pricing and scope is offered pursuant to the full and unmodified terms of this proposal. Should the Client not fully accept or modify this proposal, the pricing and/or the scope of work may be subject to modification by ALC.
- **Offer Validity** – This offer expires 30 days from the date transmitted. ALC reserves the right to adjust pricing if more than 30 days pass between receiving the signed proposal and the project start date unless otherwise agreed upon in writing.
- **Warranty Statement** – ALC's work carries a 5-year performance warranty commencing upon the substantial completion date of our scope of work. If at any point within the warranty period the repaired sections become unstable due to the acts or omissions of ALC, we will, in a timely manner, remedy the situation with a design/construction solution. This warranty does not cover and specifically excludes work not caused and/or necessitated by the acts or omissions of ALC, work completed by others, minor erosional problems, or issues that develop in the future due to lack of overall maintenance, lack of proper drainage measures, or lack of drainage maintenance. ALC also excludes from warranty coverage catastrophic seismic, weather, or other events outside reasonable accounting in design, and further construction, acts, or omissions by others that destabilize the repair (including utility trenches dug into soil nails, excavations in lower slide toe areas, addition of fill materials above or on the repair, detrimental drainage changes, etc.). This warranty does not apply to any future performance of any utilities or



structures located at or near the site. Global stability and the stability of areas adjacent to or beyond our specific work area(s) are not covered and are excluded from this warranty. ALC's warranty obligations are void absent ALC receiving full and mutually agreed project payment. ALC's warranty duties, if any, shall not exceed the original system cost and shall not include costs related to items outside of our original scope

Construction Considerations

- **Work Hours / Schedule** - The project's duration is estimated to be 19 working days. All work is based on a work schedule of Monday through Saturday, 10 hours per day as weather and daylight permits. ALC's standard crew rotation is managed by ALC's Operations Manager and may vary for safety purposes based on hours and consecutive days worked. In the event the unit priced quantities increase, ALC shall receive a reasonable extension of time to the Project Schedule to account for the increased quantities and ALC shall not be subject to liquidated damage and/or any other delay damages in any way related to the increased quantities notwithstanding anything to the contrary.

ALC can mobilize to the site within approximately 21 days from ALC receiving an executed contract, approved submittals, and a written notice to proceed on a specific date. Depending on material lead times, ALC may require additional time. Additional charges will be assessed if ALC is scheduled and required to work additional hours or shifts. Client is under a continuing duty to notify ALC in writing of any changes, delays or impacts to the schedule so the parties can mutually agree on all scheduling for the Project notwithstanding anything contained in any document to the contrary.

- **Shotcrete Overages** – This design is based on a 10-inch nominal shotcrete thickness. Access Limited Construction will stabilize the excavated face provided. Additional shotcrete required by Client beyond neat line plus 30% will be charged at the unit rate. This could include over excavation, sloughing, debris, large rocks, request for a more uniform face and other conditions.
- **Grout Overages** – The project pricing includes grout volumes equivalent to the "neat line" theoretical volume of the drilled hole plus 30% due to seepage into minor pockets, fissures, and voids in the subgrade. Grout quantities greater than the theoretical volume of the drilled hole plus 30% will be charged at \$40.00 per CF of grout.
- **Maximum Wall Height** – If the stabilization height exceeds the max height discussed herein then the cost per SF may increase. There will be no credit for underruns.
- Additional **proof testing** required by the Client. Access Limited Construction's pricing and scope of work includes 2 proof tests. If the Client requests additional proof testing it will be charged at the unit rate.
- Additional **verification testing** required by Client. Access Limited Construction's pricing and scope of work includes 1 verification tests. If the Client requests additional verification testing it will be charged at the unit rate.

Scope Enhancements

Scope Enhancements include additional services and construction activities that ALC can provide to the above referenced project that may provide an additional structural and/or aesthetic component to the Client. Please reach out for examples of past projects and pricing if one of the following Scope Enhancements may be pertinent to this project:

- **Sculpted/Stained Shotcrete Finish** – The proposed shotcrete wall will have a rough-gun finish with a light gray color and minor irregularities and natural waves. Sculpted shotcrete walls can enhance the visual appeal of commercial infrastructure by allowing for intricate designs and textures that create a unique



architectural statement. The ability to mold and shape the concrete as it cures means that builders can incorporate artistic elements that complement the surrounding environment. This versatility not only elevates the aesthetic value but also and contributes to a memorable brand identity for businesses. View examples here: <https://tinyurl.com/Sculpted-Shotcrete-Options>

Confidentiality and Intellectual Property Statement

ALC’s opinions and statements regarding this project shall remain confidential and shall not be shared with other parties without the express written consent of ALC. All concepts and procedures outlined in this proposal shall be considered the intellectual property of ALC.

Terms and Conditions

Notwithstanding anything contained herein or in any document to the contrary, the terms, conditions, and exclusions of this Proposal included in **Appendix 3** shall apply, control, and govern. The Parties agree that ALC’s March 18, 2026 proposal is a “Contract Document” and is specifically incorporated into the Contract Documents for the Project. In the event of a conflict or ambiguity between this Proposal and any other Contract Document, the terms of this Proposal shall control and govern.

CLOSING

We thank you for the opportunity and will be in touch shortly to follow up.

Sincerely,

ACCESS LIMITED CONSTRUCTION

COUNTY OF SANTA BARBARA

Erik Hanson
Project Development Engineer
erik.hanson@gsi.us | (951) 460-9343

Accepted by: _____
(Signature)

Accepted by: _____
(Printed name)

(Title)

Company: _____
(If different than above)

Date: _____

- Appendix 1 – Overview of Access Limited Construction
- Appendix 2 – Scope Exclusions
- Appendix 3 – Terms and Conditions



APPENDIX 1: **BACKGROUND FOR ACCESS LIMITED CONSTRUCTION**

General Overview

Access Limited Construction is the leading geohazard mitigation firm operating throughout the United States and Canada. We specialize in emergency landslide repairs, rockfall mitigation, and grouting using design/build and design/build/warranty contracting. Access Limited Construction's team includes some of the brightest and most dedicated professionals in the geohazard mitigation industry. Our expertise, specialized tools, and worldwide partnerships allow us to repair virtually any slope stability or foundation problem in any geologic setting.

Our design/build solutions are customized to the varying demands and site constraints of each geohazard we encounter. Every project that we take on is completed with one goal in mind: always provide the best value.

Access Limited Construction's team consists of only the highest performing geologists, geotechnical engineers, equipment operators, and rockfall remediation technicians working today. We recruit and train technical experts to ensure that we are constantly diversifying our portfolio of services, adding new disciplines, and dedicating resources to research and development. This allows us to provide landslide and rockfall mitigation for critical infrastructure, including the transportation, mining, and energy industries, in addition to our more specialized stabilization services, such as bridge abutments, retaining walls, compaction grouting, and more.

Our Core Values

- Advance the Health, Safety, and Future of Our Family
- Ensure Client Best Value
- Always Do the Right Thing
- Bring Your Best, Nothing Less
- Advantage by Innovation

Health, Safety, and Environment (HSE)

To achieve continuous performance improvement, Access Limited Construction manages health, safety, security, environment, and social performance in a systematic way, and we have a comprehensive set of business principles and rigorous standards covering health, safety, security, environment, and social performance (SP).

Though these principles provide guidance, we are very proud of our experience and expertise in implementing these rules in various environments, monitoring performance, and identifying improvement opportunities. Fast-paced, cutting-edge, and industry leading projects require a fast-paced, cutting-edge, and industry leading safety program. Access Limited Construction employs a full-time, dedicated safety team, maintains a written safety plan, and trains/re-trains all employees in the most current practices of the industry. In addition to daily toolbox talks and weekly, monthly, and quarterly training, Access Limited Construction also brings the company together annually for a Safety Summit to focus on safety training and periodically for one-day safety stand-ups. As of March 31, 2024, our safety KPIs are as follows:



Sustainability Development

Sustainability is a new way of thinking about an age-old concern: ensuring that our children and grandchildren inherit a better tomorrow. Sustainability to Access Limited Construction means meeting the needs of the present without compromising the ability of future generations to meet their own needs. We center our sustainability efforts on five pillars to measure our progress. Our employees are the foundation of our pillars. Through their efforts we can accomplish every goal, so safety and health are paramount. Our environment, our community, and the projects we build around them complete these pillars. Each pillar counts in our sustainability efforts; no matter how small, the importance of each is equal.

Antitrust / Trade Compliance

Access Limited Construction and its employees comply with antitrust and fair competition laws. There are internal policies to be followed which align with the existing laws and regulations as well as with our existing clients' policies. Additionally, our clients, subcontractors, and business partners need to approve and abide with our way of conducting business. We conduct and maintain companywide training where the policies are discussed in detail and examples of some local and international cases are included to make it clear of what sanctions we could be exposed to if we do not follow the law. This is of utmost importance to keep a fair competition and fair business environment with the purpose of fixing geohazard issues to safeguard the people, infrastructure, and the environment.



APPENDIX 2:
SCOPE CLARIFICATIONS

- ✓ **Access** – All weather working access shall be provided to Access Limited Construction at all times for concrete trucks, material/equipment deliveries, and on-site area for material/equipment storage. Client shall obtain any and all right of way, licenses, or easements for Access Limited Construction to perform its work. Furthermore, an adequate **Staging / Laydown** shall be provided by the Client for Access Limited Construction equipment and materials.
- ✓ **Erosion Control BMP's** item includes silt fence, cocomat and straw wattles below area of repair.
- ✓ **AC Pavement** item includes sawcutting, demolition/disposal and replacement of an approximate 5-foot width of pavement along the length of the work area.
- ✓ **Bonds** – The cost of a bond premium is not included in Access Limited Construction's price. If desired by and paid by the Client, Access Limited Construction will furnish a Payment and Performance Bond at a rate of 2% of the total price.
- ✓ **Buy America/American Material Requirements** are not included in Access Limited Construction's price.
- ✓ **Permits** – All permitting requirements to perform the work including, but not limited to, construction permits; hazardous material handling and disposal permits; storm water management permits and dewatering permits; and fugitive dust or other similar permitting requirements are specifically excluded.
- ✓ **Surveying** – Any and all surveying including but not limited to layout survey, as-built survey, and wall tolerances as required is specifically excluded.
- ✓ **Safety** – Design, installation, and maintenance of any fall protection systems at all grade separations including at the top of any earth retention system constructed by Access Limited Construction is specifically excluded.
- ✓ **Traffic Control** – Proposal assumes that the street will remain closed to the public through the course of the work proposed hereon. Minimal traffic control (signage, cones, etc) is included in the proposal to ensure safety of the personnel in the event that cars occasionally disregard the County's signage.
- ✓ **Sanitary Facilities** – Client shall provide on-site facilities within reasonable proximity for the use of Access Limited Construction employees.
- ✓ **Utility Locations** – Client shall ensure that all **utilities** are properly located before Access Limited Construction mobilizes to the site. Specific location (potholing), removal, and/or relocation of all underground and overhead utilities are not included in Access Limited Construction's scope of work.
- ✓ **Construction Water** – A clean (potable) supply of water for construction available on-site or in close proximity to work.
- ✓ **Hazardous Materials** – Access Limited Construction will immediately stop work per state and federal work and safety requirements if hazardous materials are encountered. Access Limited Construction's downtime or additional mobilization fees due to hazardous materials will be negotiated separately.
- ✓ **Drainage** – Installation and maintenance of drainage measures to direct water away from the top and bottom of the system for the life of the system, which may be accomplished by grading, swales, sand bagging, etc. If **groundwater** is encountered the Client will provide dewatering. Client is responsible for



APPENDIX 3:
TERMS AND CONDITIONS

ADDITIONAL TERMS AND CONDITIONS

Notwithstanding anything contained in any document to the contrary, the following additional terms and conditions shall apply, control and govern:

- a. Retainage, if any, is to be released to Access Limited Construction within **30** days after the completion of Access Limited Construction's work.
- b. Access Limited Construction will employ open shop labor. In the event that union labor must be used Client shall pay for any additional cost differential.
- c. Client agrees that Access Limited Construction shall not be responsible for liquidated damages, delay damages, or other time related damages for any work that is outside Access Limited Construction's control.
- d. Notwithstanding anything contained in any document to the contrary, in the event the project is delayed, disrupted, terminated and/or the project schedule is extended for any reason not caused by the acts or omissions of Access Limited Construction (or as the proper designation may be for Access Limited Construction), Access Limited Construction subcontractor(s), or those for whom Access Limited Construction, etc. is legally liable, Access Limited Construction reserves and waives no rights to receive compensation to recover all costs including, but not limited to, price escalations and other damages.
- e. This agreement/Proposal is subject to and governed by the law of the state the project is located in under all circumstances, notwithstanding any conflict of law or choice of law statutes or regulations of any kind to the contrary.
- f. The partial or complete invalidity of any provision of this Proposal shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants and conditions of this contract/Proposal, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.
- g. Each party has had the opportunity to review and negotiate this Proposal and no party shall be construed to be the drafter of this Proposal for any purpose including, but not limited to, interpretation of this document.
- h. Any work done pursuant to change orders or otherwise is subject to the terms and conditions contained herein.
- i. Should Client provide Access Limited Construction with verbal/written direction to begin to mobilize, the terms and conditions of this Proposal shall be deemed accepted and apply in full and without limitation.
- j. Access Limited Construction's defense and indemnity obligations, if any, are limited to claims for damages to property or personal injury caused by the negligent acts or omissions of Access Limited Construction or for those whom Access Limited Construction is legally responsible. Client agrees to defend and indemnify Access Limited Construction for claims or damages alleged to have been caused by Client's acts or omissions.
- k. Access Limited Construction retains all ownership rights in its proprietary and/or patented information and no such rights are transferred in any way.
- l. **Increased Costs.** If, due to either (a) the introduction of or any change in or in the interpretation of any (i) law or regulation, or (ii) any tariff, tax, duty, toll, excise, levy or charge to be paid on a particular class of imports and/or exports, and/or (b) the compliance with any guideline or requirement from any governmental authority that is introduced or the interpretation of which is changed, in each such case after the date hereof, there is any increase in the cost to Access Limited Construction of providing the materials, goods and/or services under this Agreement, then Client shall from time to time, upon demand by Access Limited Construction, immediately pay to Access Limited Construction additional amounts sufficient to compensate Access Limited Construction for such increased cost. Access Limited Construction shall submit to Client a certificate as to the amount of such increased cost and detailing the calculation of such cost, which shall be conclusive and binding for all purposes, absent manifest error.
- m. Access Limited Construction's landslide, slope stabilization, and other geohazard mitigation designs substantially conform to the FHWA design guidance for 'Factor of Safety' calculations.
- n. Should Client terminate this agreement **without cause** within 14 days of the start date as agreed to as defined in this Proposal, a penalty of 10% of the Total Price defined in this Proposal and actual expenses incurred by Access Limited Construction or its affiliates. Should Client terminate this agreement without cause within 7 days of the start date as agreed to as defined in this Proposal, the penalty shall increase to 15% of the Total Price defined in this Proposal and actual expenses incurred by Access Limited Construction or its affiliates.

**THIS COMMUNICATION CONTAINS ACCESS LIMITED CONFIDENTIAL/PROPRIETARY BUSINESS INFORMATION
 NOT SUBJECT TO FREEDOM OF INFORMATION ACT (FOIA)**

EXHIBIT B

Payment Terms



Table I – Price Estimate Summary for Soil nail / Shotcrete Wall

Item No.	Description	Qty	UM	Unit Price	Total Price
31 32 36 00-00089	Mobilization – In State	2	EA	\$10,000.00	\$20,000.00
31 32 36 00-00020	Self Drilling Supernails up to 30-ft	30	EA	\$1,305.75	\$39,172.50
31 32 36 00-00019	Self Drilling Supernails up to 20-ft (Micropiles)	12	EA	\$939.25	\$11,271.00
31 32 36 00-00044	Wet-Mix Reinforced Shotcrete (Flash Coat)	864	SFI	\$5.50	\$4,752.00
31 32 36 00-00044	Wet-Mix Reinforced Shotcrete	5,800	SFI	\$5.50	\$31,900.00
31 32 36 00-00054	Galvanized Steel plates (8x8)	30	EA	\$35.00	\$1,050.00
31 32 36 00-00059	Stripdrain – 6” Wide	144	LF	\$3.25	\$468.00
31 32 36 00-00029	Supernail Verification testing	1	EA	\$2,339.75	\$2,339.75
31 32 36 00-00028	Supernail Proof Testing	2	EA	\$769.00	\$1,538.00
New Item - A	Shoulder Buildout & Backfill	27	LF	\$214.00	\$5,778.00
31 32 36 00-00092	Soils Stabilization Crew	12	DAY	\$13,150.00	\$157,800.00
New Item – B	AC Pavement (Includes Sawcut/Demo)	1	LS	\$41,650.00	\$41,650.00
New Item – C	AC Dyke – Type C	75	LF	\$76.00	\$5,700.00
New Item – D	AC Dyke – Type F	225	LF	\$76.00	\$17,100.00
New Item – E	Traffic Control	1	LS	\$3,500.00	\$3,500.00
New Item – F	Water Pollution Control Plan	1	LS	\$8,120.00	\$8,120.00
New Item – G	Erosion Control BMP’s Below Repair	1	LS	\$19,830.00	\$19,830.00
New Item – H	MGS Guardrail (6’ Steel Posts)	113	LF	\$173.00	\$19,549.00
New Item – I	In-Line Terminal System TL-3	1	EA	\$10,230.00	\$10,230.00
New Item – J	End Anchor Assembly	1	EA	\$6,740.00	\$6,740.00
New Item – K	Excavation/Export	1	LS	\$18,200.00	\$18,200.00
TOTAL PRICE					\$426,688.25

Tariff Surcharge Adjustment

In response to ongoing changes in international trade regulations, this proposal includes a Tariff Surcharge that reflects current applicable tariffs on imported materials required for project execution. This surcharge is subject to adjustment at the time of billing to account for any increases or decreases in applicable tariffs that occur after the proposal date.

GeoStabilization International will transparently calculate this surcharge based on verified tariff impacts at the time of procurement and will provide supporting documentation upon request. Should tariffs materially increase or decrease during the course of the project, the total contract value will be adjusted accordingly.

This dynamic pricing mechanism ensures alignment with real-time market conditions and allows for the uninterrupted and efficient execution of the proposed scope of work.

EXHIBIT C

Indemnification and Insurance Requirements (For Construction Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is caused by the active negligence, sole negligence, or willful misconduct of the COUNTY.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Contract. The indemnification provisions in this Contract shall survive any expiration or termination of this Contract.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope and Limit of Insurance
Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$2,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Contractor's Pollution Legal Liability and/or Asbestos Legal Liability:** (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this Contract, the CONTRACTOR'S insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – **CONTRACTOR hereby agrees to waive rights of subrogation which any insurer of CONTRACTOR may acquire** from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. This provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the CONTRACTOR shall cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees, agents and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Contract. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Contract. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Contract. Maintenance of required insurance coverage is a material element of the Contract and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Effective Date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

Federal Clauses

Exhibit D

Additional Federal Clauses Applicable for Federal Funding under this Agreement:

(2 CFR § 200.326; 2 CFR Part 200, Appendix II, Required Contract Clauses)

1. REMEDIES FOR NONCOMPLIANCE

In the event COUNTY determines, in its sole discretion, that CONTRACTOR is not in compliance with the terms and conditions set forth herein, COUNTY may:

- A. Require payments as reimbursements rather than advance payments;
- B. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- C. Require additional, more detailed financial reports;
- D. Require additional project monitoring;
- E. Requiring CONTRACTOR to obtain technical or management assistance; or
- F. Establish additional prior approvals.

2. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, CONTRACTOR agrees as follows:

- A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive

considerations for employment without regard to race, color, religion, sex, or national origin.

- C. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

3. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

A. Clean Air Act

- (1) CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) CONTRACTOR agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

B. Federal Water Pollution Control Act

- (1) CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) CONTRACTOR agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the COUNTY, Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- (3) CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

4. DEBARMENT AND SUSPENSION

- A. CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.
- B. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the California Governor's Office of Emergency Services and COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- C. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- D. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- E. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

CONTRACTOR shall file the required certification attached as Exhibit E, *Certification for Contracts, Grants, Loans, and Cooperative Agreement (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))*, which is incorporated herein by this reference. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

6. PROCUREMENT OF RECOVERED MATERIALS

- A. CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- B. CONTRACTOR should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are bio based, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14056, section 101, Policy.

7. CHANGES

- A. Notice. The primary purpose of this clause is to obtain prompt reporting of COUNTY conduct that CONTRACTOR considers to constitute a change to this contract. Except for changes identified as such in writing and signed by COUNTY, the Contractor shall notify the COUNTY in writing promptly, within five (5) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the CONTRACTOR regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state
- i. The date, nature, and circumstances of the conduct regarded as a change;
 - ii. The name, function, and activity of each Government individual and CONTRACTOR official or employee involved in or knowledgeable about such conduct;
 - iii. The identification of any documents and the substance of any oral communication involved in such conduct;
 - iv. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
 - v. The particular elements of contract performance for which CONTRACTOR may seek an equitable adjustment under this clause, including:
 - What line items have been or may be affected by the alleged change;
 - What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

- vi. CONTRACTOR'S estimate of the time by which COUNTY must respond to CONTRACTOR'S notice to minimize cost, delay or disruption of performance.
- B. Continued Performance. Following submission of the required notice, CONTRACTOR shall diligently continue performance of this Agreement to the maximum extent possible in accordance with its terms and conditions as construed by the CONTRACTOR.
- C. COUNTY Response. COUNTY shall promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, COUNTY shall either --
- i. Confirm that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance;
 - ii. Countermand any communication regarded as a change;
 - iii. Deny that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance; or
 - iv. In the event the Contractor's notice information is inadequate to make a decision, advise CONTRACTOR what additional information is required, and establish the date by which it should be furnished and the date thereafter by which COUNTY will respond.
- D. Equitable Adjustments.
- i. If the COUNTY confirms that COUNTY conduct effected a change as alleged by the CONTRACTOR, and the conduct causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Agreement, whether changed or not changed by such conduct, an equitable adjustment shall be made --
 - In the contract price or delivery schedule or both; and
 - In such other provisions of the Agreement as may be affected.
 - ii. The Agreement shall be modified in writing accordingly. The equitable adjustment shall not include increased costs or time extensions for delay resulting from CONTRACTOR'S failure to provide notice or to continue performance as provided herein.

8. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

- A. CONTRACTOR agrees to provide COUNTY, the California Governor's Office of Emergency Services, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

9. USE OF U.S. DEPARTMENT OF HOMELAND SECURITY (DHS) LOGO

CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

10. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund this Agreement. CONTRACTOR will only use FEMA funds as authorized herein. CONTRACTOR will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives

11. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

12. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this Agreement.

13. MANDATORY DISCLOSURE

CONTRACTOR must promptly disclose to the COUNTY whenever it has credible evidence of a commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. §§ 3729-3733). The disclosure must be made in writing to COUNTY. In addition, CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.339 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

14. DOMESTIC PREFERENCES FOR PROCUREMENTS

- A. CONTRACTOR should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirement of this section must be included in all subawards, contracts, and purchase orders under Federal awards.
- B. For purposes of this section:
 - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- A. CONTRACTOR is prohibited from obligating or expending loan or grant funds to:
 - i. Procure or obtain covered telecommunications equipment or services;
 - ii. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
 - iii. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- B. As described in Public Law 115-232, section 889, "covered telecommunications equipment" means and of the following:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- C. For the purposes of this section, "covered telecommunications equipment or services" also includes systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- D. In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- E. CONTRACTOR certifies that it will comply with the prohibition on covered telecommunications equipment and services in this section. CONTRACTOR is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting grant funding and those provided upon submitting payment requests and financial reports.
- F. For additional information, see section 889 of Public Law 115-232 and 2 C.F.R. § 200.471.

16. BUILD AMERICA, BUY AMERICA ACT

- A. CONTRACTOR must, and shall cause its contractors and subcontractors to, comply with the requirements of the Build America, Buy America Act (P.L. 117-58), and all applicable rules and regulations, including, but not limited to, 2 C.F.R. § 200.322, as may be amended from time to time.

Report Title: Project Details
Run Date and Time: 2026-03-20 12:57:18 Pacific Daylight Time
Run by: Karen Leichtweis
Table name: x_cdoi2_csm_portal_project

Project

Number:	20260624417	Stage:	
Name:	SCON-003976	Project ID:	20260624417
Awarding Body:	County of Santa Barbara General Services, Procurement Services	Project Number:	SCON-003976
Contract Number:	SCON-003976	Associated PLA:	No
Type:	Job Order / Task	Language Included:	No
Operate LCP:	No	Active:	true
		Amount:	426,688.25
		Award Date:	2026-03-20
		Contract Date:	2026-03-20
		Created:	2026-03-20 12:57:05
		Created by:	kleichtweis@countyofsb.org
		Description:	East Camino Cielo Road Repair
		End Date:	
		Estimated End Date:	2026-06-30
		Estimated Start Date:	2026-03-20
		Estimated Total Cost:	\$0.00
		First Advertised Bid Date:	2026-03-20
		Job Site Address:	Address Line 1: East Camino Cielo Road Address Line 2: N/A City: Santa Barbara County: Santa Barbara State: CA Zip: 93105 Description: N/A
		Start Date:	
		Street:	East Camino Cielo Road
		Street 2:	
		City:	Santa Barbara
		ZipCode:	93105
		State:	CA
		Team:	
		Total Cost:	\$426,688.25
		Updated:	2026-03-20 12:57:05
		Updated by:	kleichtweis@countyofsb.org
		Updates:	0
		County:	Santa Barbara

Description

Project Details

Description:
East Camino Cielo Road Repair

Dates

Estimated End Date: 2026-06-30 Contract Date: 2026-03-20
Estimated Start Date: 2026-03-20 First Advertised Bid Date: 2026-03-20
Start Date:
End Date:
Award Date: 2026-03-20

Location

Street:
East Camino Cielo Road
Street 2:
City:
Santa Barbara
State:
CA
ZipCode:
93105

Financials

Total Cost: \$426,688.25 Amount: 426,688.25

Related List Title: Project Contractor List
Table name: x_cdoi2_csm_portal_m2m_x_cdoi2_csm_customer_acc
Query Condition: Project = 20260624417
Sort Order: Contractor in descending order

1 Project Contractors

Contractor	Sub Contractor	Parent	Project
ACCESS LIMITED CONSTRUCTION	false		20260624417